



RICHLAND ONE

**STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)**

**School District of Richland One Vendor/
Contractor Information Use Agreement**

This **Vendor/Contractor Network Access Agreement** (the “Agreement”) by and between Richland County Schools in the state of South Carolina and [REDACTED] (“Company/Vendor/Contractor”), a [REDACTED] corporation, with principal offices at [REDACTED] is entered into as of the date last written below (“the Effective Date”).

“Vendor/Contractor” is defined as RCSD1 Partners, Service Providers, Vendors, Suppliers and the like.

This Agreement consists of this signature page and the following attachments that are incorporated in this Agreement by this reference:

1. Attachment 1: Vendor/Contractor Network Access Agreement Terms and Conditions
2. Attachment 2: Vendor /Contractor Personal Device Requirements
3. Attachment 3: Vendor/Contractor Network Access Rule
4. Attachment 4: Vendor/Contractor Network Access Request
5. Attachment 4-A: Vendor/Contractor Network Access Request

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by South Carolina law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

[REDACTED]

“Company/Vendor/Contractor”)

[REDACTED]

Authorized Signature

[REDACTED]

Print Name

[REDACTED]

Date

Richland County School District One

Dr. Candice L. Coppock
Executive Director of Information Technology

Date

Attachment 1
VENDOR/CONTRACTOR NETWORK ACCESS
AGREEMENT TERMS AND CONDITIONS

1. Right to Use Network Access. Company may only use the Network Access for business purposes outlined by the **Vendor/Contractor Network Access Request**
2. Return of RCSD1 Information. Upon termination of this agreement Company must return all RCSD1 information and records to Richland County School District One (RCSD1) and remove all RCSD1 information from Company systems, including, but not limited to servers, workstations, storage media, and backup media.
3. RCSD1 Owned Equipment.
 - 3.1 RCSD1 may, in RCSD1 sole discretion, loan to Company certain equipment for use on RCSD1 premises only.
 - 3.2 Company will not change or delete any passwords set on RCSD1.
 - 3.3 Company must return RCSD1-Owned Equipment, within three (3) business days, upon completion of contract.
4. Information Security.
 - 4.1 Company shall be solely responsible for ensuring that Authorized Company Employees are not security risks, and upon RCSD1's request, Company will provide RCSD1 with any information reasonably necessary for RCSD1 to evaluate security issues relating to any Authorized Company Employee. Only individuals that have been previously authorized by Company shall have access to RCSD1 information. Once RCSD1 releases or provides RCSD1 information to Company as a result of its relationship with Company, Company shall then be liable for disclosure or breach of RCSD1 information if given to or otherwise obtained by a third party. Company shall hold RCSD1 harmless and indemnify RCSD1 for any unauthorized breach, disclosure or loss of RCSD1 information that arises from the fault or negligence of Company.

For purposes of this Agreement, "RCSD1 information" shall be defined as any information, data, or records that Company obtains as part of its relationship with RCSD1 and that is not otherwise generally available to the public, including, but not limited to, employee and student records.
 - 4.2 Company will notify RCSD1, within three (3) business days, whenever any Authorized Company Employee leaves Company's employ or no longer requires RCSD1 network or the RCSD1-Owned Equipment access.

- 4.3 Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Access (and Company's use of RCSD1-Owned Equipment) is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss alteration or destruction.
 - 4.4 Company agrees to only use the RCSD1 network or any RCSD1 program/system for which it has permission to use as authorized by RCSD1 and for such purposes as necessary to perform the responsibilities agreed upon by the parties. Company will use commercially reasonable measures and safeguards to secure any RCSD1 information or record that Company has access to or obtains as a result of this Agreement or any other agreement executed in writing by RCSD1 and Company.
5. Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g
- 5.1 "Education records" are defined as records that are directly related to a student and maintained by the RCSD1 or by a party acting for the RCSD1. "Disclosure" means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records to any party by any means. Pursuant to FERPA, individuals may have access to records if they 1) perform an institutional service or function for which the agency or institution would otherwise use employees; and 2) are under the direct control of the agency or institution with respect to the use and maintenance of education records.
 - 5.2 Company agrees that it provides one or more services for the RCSD1 that it would otherwise provide for itself using employees. Company acknowledges that it is under the direct control of the educational agency or institution with respect to the use and maintenance of information from education records.
 - 5.3 Company may not re-disclose the information to any other party without prior written consent, except as authorized by FERPA.
 - 5.4 Company shall comply with any obligation of RCSD1 not to disclose "directory information" concerning any student when the student's parents/guardian (or the student, where applicable) have opted out of the disclosure of the student's "directory information" under FERPA as defined by RCSD1 and Company will not release "directory information" without authorization from RCSD1.
6. DISCLAIMER OF WARRANTIES. NEITHER PARTY MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. LIMITATION OF LIABILITY.
- 7.1 IN NO EVENT WILL RCSD1 BE LIABLE TO COMPANY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES

RESULTING FROM ANY DELAY, OMISSION OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF DATA PURSUANT TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 7.2 THE FOREGOING LIMITATION SHALL NOT RELEASE COMPANY FROM, OR RELIEVE COMPANY OF, ANY LEGAL RESPONSIBILITY IT MAY HAVE OR LIABILITY COMPANY MAY INCUR TO ANY THIRD PARTY, NOR DOES IT CREATE ANY OBLIGATION ON THE PART OF RCSD1 TO DEFEND, INDEMNIFY, OR OTHERWISE HOLD HARMLESS COMPANY FROM ANY LEGAL OBLIGATION OR LIABILITY TO A THIRD PARTY.

8. Confidentiality.

- 8.1 RCSD1 possesses records constituting "confidential information" that are protected from disclosure by law and that meet the definition of RCSD1 information in Section 3 of this Agreement. If Company has access to, has custody of, or creates legally protected confidential information on behalf of RCSD1 in the course of providing goods or services to the RCSD1, Company shall not knowingly disclose, and shall use its best efforts not to allow to be disclosed, such information except as directed by the RCSD1 and/or in accordance with the provisions of the law protecting the information. Examples of such information include, but are not necessarily limited to, employment related records, employee personal health or insurance information, attorney-client privileged information, trade secrets, procurement related information, land acquisition information, and in general any record the District is permitted to exempt from disclosure pursuant to the South Carolina Freedom of Information Act ("FOIA") or similar provisions of other State or Federal laws.
- 8.2 The parties acknowledge that by reason of their relationship to each other hereunder, each may have access to certain information and materials concerning the others technology and products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Should such Confidential Information be disclosed in any form in violation of the requirements of this Agreement, the disclosing party shall identify and summarize the disclosed information in writing within ten (10) business days of disclosure. Each party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it by the other party. Each party will take every reasonable precaution to protect the confidentiality of such Confidential Information. The receiving party acknowledges that unauthorized use or disclosure thereof could cause the disclosing party irreparable harm. Accordingly, each party agrees that the other will be entitled to seek all remedies, including, but not limited to, injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party's Confidential Information. The receiving party's obligation of confidentiality shall not apply to information that: (a) is available at the time of disclosure; (b) is disclosed to the receiving party by a third party who is not in breach of an obligation of confidentiality to the party to this agreement which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party.

9. Term, Termination and Survival. This Agreement will remain in effect until terminated by either party. Either party may terminate this agreement for convenience by providing not less than thirty (30) calendar days prior written notice, which notice will specify the effective date of termination. Either party may also terminate this Agreement immediately upon the other party's breach of this Agreement. This Agreement, however, must be in effect during any time that the Company has access to the District's network or possession of RCSD1 information. Company must either return or destroy RCSD1 information upon the termination of this Agreement unless authorized differently by RCSD1.
10. MISCELLANEOUS.
- 10.1 Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 10.2 Waiver. The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- 10.3 Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.
- 10.4 Force Majeure. Neither party shall be liable for failure or delay in fulfilling any obligations under this Agreement if such failure or delay is caused by an act of God, act or omission of any civil or military authority, fire, strike, flood, riot, quarantine, war, delay of transportation or inability to obtain necessary labor or materials due to any of the above causes.
- 10.5 Applicable Law and Venue. Exclusive venue for judicial review shall be in Richland County, South Carolina and South Carolina law shall be applicable to this Agreement and any other agreement executed by the parties. Notwithstanding the foregoing, the parties may voluntarily engage in mediation of any dispute.

Attachment 2
VENDOR/CONTRACTOR DEVICE REQUIREMENTS

Vendor/Contractor agrees to the following systems, applications on personal equipment/devices to access RCSD1 network and applications.

1. PC devices are only acceptable for Vendors/Contractors that are approved to use the district's VPN.
 - No Mac connections are allowed for VPN users.
2. Sophos or another major anti-virus software is required to be downloaded on the Vendor/Contractors' personal PC device to be used that is being connected to the district's Wireless network.
3. Multi-factor Authentication (MFA) is **required** to be used for all accounts created for Vendors/Contractors.
4. Richland One services **cannot** be accessed through a VPN such as NordVPN, TunnelBear, HotSpotVPN, ProtonVPN etc. This activity **will** result in the account being blocked and a direct violation of this agreement.

Attachment 3

VENDOR/CONTRACTOR NETWORK ACCESS RULE

Definitions:

“Network Access” is defined as one of the connectivity options listed in Section B below.

“Vendor/Contractor” is defined as RCSD1 Partners, Service Providers, Vendors, Suppliers and the like.

A. Connectivity and Access Options (See Microsoft Form for Listing Specific Applications Requested)

The following access options are the standard methods of providing Vendor Network Access.

1. VPN: The normal method of access from external users to non-public RCSD1 systems is via the RCSD1 Internet accessible VPN concentrator. The users requiring access will be given a pre-shared VPN profile and Active Directory account.
2. Active Directory Account: RCSD1 Network Operations Staff will create an Active Directory account for VPN authentication and access to internal systems. Vendor users are not to use RCSD1 user accounts.
3. Server and System access: RCSD1 Network Operations Staff will give the Company user access to systems based on the least privilege needed for Company to provide the service to RCSD1.
4. Remote Desk Protocol (RDP): This access may be given based on what is needed for the Company users to perform their service for RCSD1.

B. Network Services Provided

In general, services provided over Vendor Network Connections should be limited only to those services needed, and only to those devices needed. The default policy position is to deny all access and then only allow those specific services that are needed and approved by RCSD1 pursuant to the established procedure.

C. Audit and Review of Vendor/Contractor Network Connections

All Vendor Network Access will be reviewed on a yearly basis and information regarding specific Vendor/Contractor Network Access will be updated as necessary. Obsolete Vendor /Contractor Network Access will be terminated.

Attachment 4
VENDOR/CONTRACTOR NETWORK ACCESS REQUEST

All requests for Vendor/Contractor Network Connections and Access must be accompanied by this completed document. This document should be completed by the Contractor/Vendor group or individual requesting Network Access.

If there are other staff that work for the Vendor/Contractor that need accounts, each staff person must complete an Attachment 4-A and sign.

A. Vendor/Contractor Information

Contractor/Vendor Name:

Address:

Phone Number (Including area code):

Email Address:

B. Justification of access.

For what reason(s) does the vendor/contractor need access to RCSD1 network and systems?

C. List the project(s) the vendor is working on and the systems to which the vendor needs access.

Attachment 4-A
VENDOR/CONTRACTOR NETWORK ACCESS REQUEST

All requests for Vendor/Contractor Network Connections and Access must be accompanied by this completed document. This document should be completed by the Contractor/Vendor group or individual requesting Network Access.

If there are other staff that work for the Vendor/Contractor that need accounts, each staff person must complete an Attachment 4-A and sign. If no additional Vendor/Contractor, this page will be blank or can be deleted.

A. Vendor/Contractor Information

Contractor/Vendor Name:

Address:

Phone Number (Including area code)

Email Address:

B. Justification of access.

For what reason(s) does the vendor/contractor need access to RCSD1 network and systems?

C. List the project(s) the vendor is working on and the systems to which the vendor needs access.

Authorized Signature

Print Name

Date

Richland County School District One

Dr. Candice L. Coppock
Executive Director of Information Technology

Date